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INTELLECTUAL PROPERTY ADMINISTRATION
FORT COLLINS, CO 80527-2400

EXAMINER

LONG, FONYA M

ART UNIT	PAPER NUMBER
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4127

NOTIFICATION DATE	DELIVERY MODE
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01/28/2008

ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

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Office Action Summary	Application No. 10/725,624	Applicant(s) HAO ET AL.	
	Examiner FONYA LONG	Art Unit 4127	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 02 December 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-26 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-26 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 02 December 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

This communication is a first Office Action Non-Final rejection on the merits.

Claims 1-26, as originally filed, are currently pending and have been considered below.

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims 1-6, 7, 11, 21, 22, and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533).

As per Claim 1 and 21, Gorur et al. discloses a method of visualizing business agreement interactions ([0078] discloses a method of using an user interface to display contracts within an organization), the method comprising: displaying one or more parties as nodes in a view window (Fig. 3 and [0081-0082] discloses displaying the contract participants (the provider and customer) through a user interface screen); and displaying agreements between parties as lines corresponding nodes (Fig. 3 and [0082] discloses contract objects being displayed in a user interface as intersections (via lines) between the contract provider and contract customer. A user may obtain the contract details by selecting the contract object).

However, Gorur et al. fails to explicitly disclose the parties being of at least three different types, where one or more parties of the first type is displayed in the first region

of the view window; one or more parties of the second type is displayed in the second region of the view window; and one or parties of the third type is displayed in the third region of the view window.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of dividing the parties into at least three types (Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4)).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include the parties being of at least three different types as taught by Chang et al. in order to display agreements that involve more than two parties.

Further, the Gorur et al. and Chang et al. combination fails to explicitly disclose the types of parties being displayed in different regions of a view window. However, it would have been an obvious matter of design choice to arrange the parties so that one or more of the parties of the first type is in the first region of the view window; one or more parties of the second type is in the second region of the view window; and one or more of the third type are in the third region of the view window, since applicant has not disclosed that the arrangement of the parties in the view window solves any stated problem or is for any particular purpose and it appears that the invention would performed equally well with the parties being arranged differently.

As per Claim 2, Gorur et al. discloses one or more parties of the first type are suppliers for the one or more parties of the third type (Abstract, discloses one of the

parties being a provider that supplies a product or a service to a customer within a certain timeframe).

As per Claim 3, Gorur et al. discloses one or more parties of the second type are customers for the one or more parties of the third type (Abstract, discloses one of the parties being a customer).

As per Claim 4, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 1, above. However, the combination fails to explicitly disclose the first region being an arc of a circle and the second region being an opposing arc of the circle. It would have been an obvious matter of design choice to have the first region be represented as an arc of a circle and have the second regions be represented as an opposing arc of the circle, since applicant has not disclosed that having the region regions being represented in an arc form solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form.

As per Claim 5, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 4, above. However, the combination fails to explicitly disclose the third region being a circle diameter that separates the first and second regions. It would have been an obvious matter of design choice to have the third region be represented as a circle diameter, since applicant has not disclosed that having the third region being represented as a circle diameter solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the third region being represented in any other form.

As per Claim 6, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 1, above. However, the combination fails to explicitly disclose the third region being a line separating the first and second regions. It would have been an obvious matter of design choice to have the third region being represented as a line, since applicant has not disclosed that having the third region being represented as a line solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the third region being represented in any other form.

As per Claims 7 and 23, Gorur et al. discloses the claimed invention as applied to Claim 1, above. However, Gorur et al. fails to explicitly disclose the lines indicating whether a violation has occurred.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of indicating whether a violation has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include indicating whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

As per Claim 11, Gorur et al. discloses highlighting associated items in the view window as a user selects items ([0079] discloses providing the contracts associated with the user by selecting a user icon having a “+” symbol). However, Gorur et al. fails to explicitly disclose displaying a hierarchical tree of business agreement information.

Chang et al. discloses displaying a hierarchical tree of business agreement information (Col. 3, Lines 45-50, discloses displaying a hierarchical relationship among business commitments involving service level agreements).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include displaying a hierarchical tree of business agreement as taught by Chang et al. in order to display the parent agreements and the child agreements that are in relation to the parent agreement.

As per Claim 22, Gorur et al. discloses one or more parties of the first type are suppliers for the one or more parties of the third type (Abstract, discloses one of the parties being a provider that supplies a product or a service to a customer within a certain timeframe), and wherein the one or more parties of the second type are customers for the one or more parties of the third type (Abstract, discloses one of the parties being a customer).

3. Claims 8 and 9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533), as applied to Claim 7 above, and in further view of Israel et al. (US 2004/0210540).

As per Claim 8, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic is color.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties).

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include at least one characteristic being color as taught by Israel et al. in order to display the status of the agreements between the parties.

As per Claim 9, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic is animation.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties), but fails to disclose the characteristic being animation. It would have been an obvious matter of design choice to have the characteristic as an animation, since applicant has not disclosed that having the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Chang et al., and Israel et al. combination to include at least one characteristic being animation since such would equally display the status of the agreements between the parties.

4. Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533), as applied to Claim 7 above, and in further view of Chen et al. (US 2005/0066026).

The Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic being indicative of a violation severity.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity (Fig. 6A and 6B, and [0041] discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include at least one characteristic being indicative of a violation severity as taught by Chen et al. in order to aide in determining the urgency of a violation of an agreement.

5. Claims 12 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533) as applied to

Claim 1 and 21 above, and in further view of Abrari et al. (7,020,869) and Chen et al. (US 2005/0066026).

Gorur et al. discloses the claimed invention. However, Gorur et al. fails to explicitly disclose displaying agreement conditions between a first party and one or more of the first and second type as one or more noncrossing groups of parallel lines in a region of a view window and the lines indicating whether a violation of a represented agreement condition has occurred as a function of time.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of indicating whether a violation has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include indication whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Abrari et al. discloses a method for defining business rules with the concept of displaying agreement conditions (Abstract, discloses displaying a list of conditions, wherein the conditions are explicitly linked together), but fails to disclose the conditions being displayed as one or more noncrossing groups of parallel lines in different regions of a view window. It would have been an obvious matter of design choice to display the

conditions as one or more noncrossing groups of parallel lines in different regions of a view window, since applicant has not disclosed that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the conditions being displayed in a different matter or form.

Therefore, from the teaching of Abrari et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include displaying agreement conditions as taught by Abrari et al. in order to display the relationship between the agreement conditions and the parties of the agreement.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations as a function of time ([0041] discloses displaying the time at which a service level agreement is breached).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Chang et al., and Abrari et al. combination to include displaying violations as a function of time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

6. Claims 13, 14, 19, 25 and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and further in view of Chang et al. (7,313,533).

As per Claims 13 and 25, Gorur et al. discloses a method of visualizing business agreement interactions ([0078] discloses a method of using a user interface to display contracts within an organization). However, Gorur et al. fails to explicitly disclose displaying agreement conditions between a first party and one or more of the first and second type as one or more noncrossing groups of parallel lines in a region of a view window and the lines indicating whether a violation of a represented agreement condition has occurred as a function of time.

Abrari et al. discloses a method for defining business rules with the concept of displaying agreement conditions (Abstract, discloses displaying a list of conditions, wherein the conditions are explicitly linked together). However, Abrari et al. fails to explicitly disclose the conditions being displayed as one or more noncrossing groups of parallel lines in different regions of a view window. It would have been an obvious matter of design choice to display the conditions as one or more noncrossing groups of parallel lines in different regions of a view window, since applicant has not disclosed that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the conditions being displayed in a different matter or form.

Therefore, from the teaching of Abrari et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include

displaying agreement conditions as taught by Abrari et al. in order to display the relationship between the agreement conditions and the parties of the agreement.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of displaying one or more parties of a first type and one or more parties of a second type (Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4); and indicating whether a violation has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Abrari et al. combination to include indication whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

As per Claims 14 and 26, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention as applied to Claim 13 and 25, above. However, the combination fails to explicitly disclose a party being represented by a line separating the first region from the second region. It would have been an obvious matter of design choice to have a party be represented as a line that separates the first region from the second region, since applicant has not discloses that having a party being represented as a line that separates the first region from the second region solves any stated problem or is for any particular purpose and it appears that the invention would

perform equally well with the party being represented in some other form and placed in some other position.

As per Claim 19, Gorur et al. discloses one or more parties of the first type are suppliers of the first party (Abstract, discloses one of the parties being a provider that supplies a product or a service to a customer within a certain timeframe), and wherein parties of the second type are customers of the second party (Abstract, discloses one of the parties being a customer).

7. Claim 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Israel et al. (US 2004/0210540).

The Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic being color.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties).

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include at least one characteristic being color as taught by Israel et al. in order to display the status of the agreements between the parties.

8. Claim 16 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Chen et al. (US 2005/0066026).

The Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose using animation to show a violation occurrence sequence over time.

It would have been an obvious matter of design choice to have the characteristic as an animation, since applicant has not disclosed that having the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations occurrence sequence over time ([0041] discloses displaying the time at which a service level agreement is breached).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying violations occurrence sequence over time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

9. Claims 17, 18, and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Chen et al. (US 2005/0066026).

As per Claim 17, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose indication the violation severity.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity (Fig. 6A and 6B, and [0041] discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include at least one characteristic being indicative of a violation severity as taught by Chen et al. in order to aide in determining the urgency of a violation of an agreement.

As per Claim 18, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose changing the view window as a function of time to display time sequence of violations.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations occurrence sequence over time ([0041] discloses displaying the time at which a service level agreement is breached). However, Chen et al. fails to explicitly disclose changing the view window as a function time. It would have been an obvious matter of design choice to change the view window in order to indicate a time sequence of violations, since applicant has not disclosed that changing the view window solves any stated problem or is for any particular purpose and it appears that

the invention would perform equally well with the time sequence of violations being indicated in some other form or manner.

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying violations occurrence sequence over time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

As per Claim 20, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose the agreement conditions being shown as a time series to indicate an order in which violations occur.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying the time at which violations occur ([0041] discloses displaying the time at which a service level agreement is breached). However, Chen et al. fails to explicitly disclose the time of the agreement condition violations being displayed as a time series. It would have been an obvious matter of design choice to have the violations be displayed as a time series, since applicant has not disclosed that having the violations displayed as a time series solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the violations being displayed in a different manner.

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al.,

Abrari et al., and Chang et al. combination to include displaying agreement conditions violations as a time series to indicate an order in which violations occur as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

Conclusion

10. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Betge-Brezetz et al. (US 2003/0221005) discloses a method for classifying alarm messages resulting from a violation of a service level agreement.

Bowe, JR. et al. (US 2007/0225986) discloses techniques to facilitate the created contracts and to automatically instantiate entitlements into contracts.

Hao et al. (6,377,287) discloses a system and a method for visualizing large web-based hierarchical hyperbolic space with multi-paths.

11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to FONYA LONG whose telephone number is (571)270-5096. The examiner can normally be reached on Mon/Fri [7:30am/5:00pm EST] with First Fri. Off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Lynda Jasmin can be reached on (571) 270-3033. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

FML

/Lynda Jasmin/

Supervisory Patent Examiner, Art Unit 4127